

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascend Media Agency, LLC		08/07/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Media Capital Holdings, LLC		
Street Address:	2222 Sedwick Drive		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2467243	PRACTICE BUILDERS	
Registration Number:	1739819	THE PRACTICE BUILDER	
Registration Number:	1740153	THE PRACTICE BUILDER	
CORRESPONDENCE DATA			
Fax Number:	(919)829-9696		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	919-829-9600		
Email:	tmgroup@hutchlaw.com		
Correspondent Name:	Hutchison Law Group		
Address Line 1:	5410 Trinity Drive		
Address Line 2:	Suite 400		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	ELI.22000		
NAME OF SUBMITTER:	Devon E. White		

CH \$90.00 2467243

900153944

TRADEMARK
REEL: 004143 FRAME: 0768

Signature:	/dew/
Date:	02/04/2010
<p>Total Attachments: 11</p> <p>source=DOCS-#250343-v1-ELI3_03_Trademark_Assignment_Agreement#page1.tif</p> <p>source=DOCS-#250343-v1-ELI3_03_Trademark_Assignment_Agreement#page2.tif</p> <p>source=DOCS-#250343-v1-ELI3_03_Trademark_Assignment_Agreement#page3.tif</p> <p>source=DOCS-#250343-v1-ELI3_03_Trademark_Assignment_Agreement#page4.tif</p> <p>source=Release of Security Agreement#page1.tif</p> <p>source=Release of Security Agreement#page2.tif</p> <p>source=Release of Security Agreement#page3.tif</p> <p>source=Release of Security Agreement#page4.tif</p> <p>source=Release of Security Agreement#page5.tif</p> <p>source=Release of Security Agreement#page6.tif</p> <p>source=Release of Security Agreement#page7.tif</p>	

**ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS AND GOODWILL**

August 7, 2009

Effective as of the date set forth above (the “**Effective Date**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASCEND MEDIA AGENCY, LLC, a Delaware limited liability company (“**Assignor**”), does hereby sell, assign, transfer and set over to MEDIA CAPITAL HOLDINGS, LLC, a North Carolina limited liability company (“**Assignee**”) all of Assignor’s worldwide rights, title and interest in and to the trademarks and service marks listed on **Exhibit A** attached hereto (collectively, the “**Marks**”), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor’s right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASCEND MEDIA AGENCY, LLC

By:  _____

Name: Mark Brockelman _____

Title: SVP / CFO Ascend Media Agency, LLC

MEDIA CAPITAL HOLDINGS, LLC

By: _____
Greg E. Lindberg, Manager

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASCEND MEDIA AGENCY, LLC

By: _____

Name: _____

Title: _____

MEDIA CAPITAL HOLDINGS, LLC ,

By: _____

Greg E. Lindberg, Manager

EXHIBIT A

**ASSIGNMENT OF U. S. TRADEMARKS, SERVICE MARKS AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS AND GOODWILL**

Mark	Serial No.	Reg. No.	Reg. Date	Goods/Services
PRACTICE BUILDERS	75-838876	2467243	7/10/2001	NEWSLETTERS AND PRINTED REPORTS FOR PROFESSIONALS IN THE FIELD OF MAXIMIZING PRACTICE REVENUES IN THE PRACTICES RELATED TO ACCOUNTING, AUDIOLOGY, EYE CARE, DENTAL CARE, CHIROPRACTIC, HEARING CARE, MEDICINE, PSYCHOTHERAPY, SURGERY AND VETERINARY
THE PRACTICE BUILDER	74-267594	1739819	12/15/1992; RENEWED 12/15/2002	NEWSLETTERS AND REPORTS FOR PROFESSIONALS IN THE FIELD OF MAXIMIZING PRACTICE REVENUES
THE PRACTICE BUILDER	74-267595	1740153	12/15/1992; RENEWED 12/15/2002	ADVERTISING SERVICES; NAMELY, ADVERTISING AGENCY, MARKETING, DIRECT MAIL AND PUBLIC RELATIONS SERVICES

EXECUTION VERSION

TERMINATION AGREEMENT (this “**Agreement**”) dated as of February 4, 2009 among Ascend Media Holdings, LLC, a limited liability company organized under the laws of the State of Delaware (“**Holdings**”), Medical World Communications, Inc., a corporation organized under the laws of the State of Delaware and a wholly-owned subsidiary of Holdings (the “**Subsidiary Borrower**”, and each of Holdings and the Subsidiary Borrower individually, a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders (as such term is defined in the Credit Agreement referred to below), and The Bank of New York Mellon (formerly known as The Bank of New York), as administrative agent and collateral agent for the Lenders (the “**Agent**”).

PRELIMINARY STATEMENTS:

(1) WHEREAS, the Borrowers, the Lenders and the Agent have entered into an Amended and Restated Second Lien Credit Agreement dated as of March 16, 2005, as amended by Amendment No. 1 dated as of March 17, 2006, Amendment No. 2 dated as of August 31, 2007, Amendment No. 3 dated as of October 5, 2007 and Amendment No. 4 dated as of January 31, 2008 (said Amended and Restated Credit Agreement as so amended, the “**Credit Agreement**”). Capitalized terms not otherwise defined in this Agreement have the same meanings as specified in the Credit Agreement.

(2) WHEREAS, Holdings has appointed a liquidator to conduct an orderly liquidation of the assets of Holdings and its Subsidiaries (the “**Liquidation**”).

(3) WHEREAS, it appears that the value of the assets of Holdings and its Subsidiaries are not sufficient to pay in full the Obligations (as such term is defined in the First Lien Credit Agreement) under the First Lien Credit Agreement.


(4) WHEREAS, the Lenders have agreed to terminate all of the Obligations of the Loan Parties under the Loan Documents and cancel each of the Loan Documents as hereinafter set forth in consideration of the First Lien Lenders permitting a portion of the Net Cash Proceeds (as such term is defined in the First Lien Credit Agreement) received from the Liquidation to be remitted to the Lenders (the “**Second Lien Lender Liquidation Proceeds**”) as more fully described below.

SECTION 1. Termination of Obligations Under Credit Agreement. In consideration of the First Lien Lenders agreeing to permit the Borrowers to make the payments set forth in Section 3 prior to the payment in full of all Obligations (as such term is defined in the First Lien Credit Agreement) due the First Lien Lenders under the First Lien Credit Agreement, effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 4, all Obligations of the Borrowers, the other Loan Parties, the Pledgors, GoldenTree Capital Solutions Fund (“**GoldenTree**”) and GTAM O’Hare Corp. (together with the Pledgors and GoldenTree, the “**Sponsor Pledgors**”) under the Credit Agreement and the other Loan Documents are hereby terminated and the Credit Agreement and the other Loan Documents are hereby cancelled.

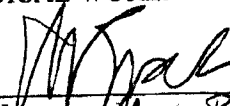
SECTION 2. Release of Liens under Collateral Documents. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 4, any and all Liens held by or on behalf of the Agent in property of any Loan Party or Sponsor Pledgor are hereby released and the Agent hereby authorizes Holdings, at Holdings' expense, to execute and file without representation, warranty, recourse or obligation of the Agent, or cause others to execute and file with the appropriate Persons any documents required to evidence the release of the Liens on all Collateral granted to the Agent or the Lenders for the benefit of the Lenders under the Collateral Documents (such documents being, the "*Lien Releases*").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASCEND MEDIA HOLDINGS, LLC

By: 
Name: Mark Brockelmeier
Title: SVP / CRO Ascend

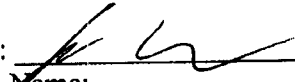
MEDICAL WORLD COMMUNICATIONS, INC.

By: 
Name: Mark Brockelmeier
Title: SVP / CRO Ascend (Medical World)

[Signature Page to Second Lien Credit Agreement Termination Agreement]

GOLDENTREE CAPITAL SOLUTIONS FUND
FINANCING
GOLDENTREE CAPITAL SOLUTIONS
OFFSHORE FUND FINANCING, as
Lenders

By: GoldenTree Asset Management, LP

By: 
Name: _____
Title: _____

[Signature Page to Second Lien Credit Agreement Termination Agreement]

J.P. MORGAN PARTNERS (BHCA), L.P.
J.P. MORGAN PARTNERS GLOBAL
INVESTORS A, L.P.
J.P. MORGAN PARTNERS GLOBAL
INVESTORS, L.P.
J.P. MORGAN PARTNERS GLOBAL
INVESTORS (CAYMAN), L.P.
J.P. MORGAN PARTNERS GLOBAL
INVESTORS (CAYMAN) II, L.P.
J.P. MORGAN PARTNERS GLOBAL
INVESTORS (SELLDOWN), L.P.
J.P. MORGAN PARTNERS GLOBAL
INVESTORS (SELLDOWN) II, L.P., as
Lenders

By: CCMP Capital Advisors, LLC, as Attorney
in Fact for each of the above entities

By: 

Name:

Michael R. Hannon
Managing Director

Title:

[Signature Page to Second Lien Credit Agreement Termination Agreement]

THE BANK OF NEW YORK MELLON, as
Administrative Agent and Collateral Agent for the
Lenders

By: 

Name: Melinda Valentine

Title: Vice President

[Signature Page to Second Lien Credit Agreement Termination Agreement]

Acknowledged as of the date first above
written solely with respect to the distribution
of Net Cash Proceeds set forth in Section 3 hereof

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent for the lenders
under the First Lien Credit Agreement

By: _____


Name: Eric Rumble

Title: Vice President

[Signature Page to Second Lien Credit Agreement Termination Agreement]